

GIBSON, DUNN & CRUTCHER LLP

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X		
In re	:	Chapter 11 Case No.
	:	
LEHMAN BROTHERS HOLDINGS INC., et al.	:	08-13555 (JMP)
	:	
Debtors	:	(Jointly Administered)
	:	
-----X		

THIS APPLICATION APPLIES TO:

X All Debtors

**SECOND AMENDED THIRD APPLICATION OF
GIBSON, DUNN & CRUTCHER LLP, AS A 327(e) PROFESSIONAL,
FOR ALLOWANCE OF INTERIM COMPENSATION FOR SERVICES
RENDERED AND FOR REIMBURSEMENT OF ACTUAL AND NECESSARY
EXPENSES INCURRED FROM JUNE 1, 2010 THROUGH SEPTEMBER 30, 2010**

Gibson, Dunn & Crutcher LLP ("Gibson Dunn"), a professional providing services to Lehman Brothers Holdings, Inc. ("LBHI") and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (collectively, the "Debtors"), files pursuant to sections 330(a) and 331 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), this second amended application (the "Application") for interim allowance of compensation for professional services performed by Gibson Dunn for the period from June 1, 2010 through September 30,

2010 (the "Compensation Period"), and for reimbursement of its actual and necessary expenses incurred during the Compensation Period. Gibson Dunn respectfully represents:

BACKGROUND

1. On December 14, 2010, Gibson Dunn filed its *Third Application of Gibson, Dunn & Crutcher LLP, As A 327(e) Professional, For Allowance of Interim Compensation For Services Rendered and For Reimbursement of Actual and Necessary Expenses Incurred From June 1, 2010 Through September 30, 2010* [Docket No. 13465] (the "Prior Application") seeking interim allowance of compensation for professional services performed by Gibson Dunn during the Compensation Period.

2. On April 18, 2011, Gibson Dunn filed its *Amended Third Application of Compensation for Services Rendered and for Reimbursement of Actual and Necessary Expenses Incurred from June 1, 2010 through September 30, 2010* [Docket No. 16109] (the "Prior Amendment"), in which Gibson Dunn, *inter alia*, sought to reduce Gibson Dunn's prior request for compensation in the Prior Application by \$107,498.00¹ because a third party agreed to pay Gibson Dunn for such fees (the "Third Party Payment"). Except as set forth below, the Prior Application and Prior Amendment and accompanying exhibits are hereby incorporated by reference.

AMENDMENTS

3. By this Application, Gibson Dunn seeks to clarify the basis on which the Third Party Payment was made.

¹ In the Prior Amendment, Gibson Dunn also sought to increase its compensation by \$10,407.46, for a net reduction of \$97,090.54 (\$107,498.00 over \$10,407.46)

4. The Third Party Payment was made on account of work performed on behalf of a non-Debtor affiliate of the Debtors. This Third Party Payment was inadvertently billed to the Debtors, but ultimately, the bill should never have been charged to the Debtors because the work was not performed for or on behalf of the Debtors. Given (a) the inadvertent nature of the charge to the Debtors, (b) the fact that this work was not performed on behalf of the Debtors, and (c) the fact that Gibson Dunn in its Prior Amendment sought to reduce its compensation to correct its previous error, Gibson Dunn believes that no further disclosure on this matter is required.

Dated: August 2, 2011
London, England

GIBSON, DUNN & CRUTCHER LLP

/s/ Wayne P.J. McArdle

By: Wayne P.J. McArdle

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Special Counsel to the Debtors
and Debtors in Possession